

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
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NOTICE OF ASSUMPTION AND ASSIGNMENT WITH RESPECT TO CERTAIN EXECUTORY
CONTRACTS OR UNEXPIRED LEASES TO BE ASSUMED AND ASSIGNED TO PARNASSUS
HOLDINGS II, LLC UNDER MODIFIED PLAN OF REORGANIZATION

PLEASE TAKE NOTICE that on June 16, 2009, the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") entered an order which, among other things, (i) approved solicitation with respect to modifications to the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession, as modified (the "Modified Plan") filed by Delphi Corporation and its affiliated debtors and debtors-in-possession (the "Debtors"), (ii) approved a related supplement to the disclosure statement approved by the Bankruptcy Court on December 10, 2007 (the "Supplement"), and (iii) set a final hearing date to consider approval of the Modified Plan (the "Modification Procedures Order") (Docket No. 17032), as amended and supplemented by the Supplemental Modification Procedures Order entered by the Bankruptcy Court on June 29, 2009 (Docket No. 17376).

The Modified Plan provides that all executory contracts and unexpired leases as to which any Debtor is a party shall be deemed automatically assumed in accordance with the provisions and requirements of sections 365 and 1123 of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended and in effect on October 8, 2005 (the "Bankruptcy Code") as of the Effective Date (as defined in the Modified Plan), unless such executory contracts or unexpired leases (i) shall have been previously rejected by the Debtors by final order of the Bankruptcy Court, (ii) shall be the subject of a motion to reject, or that otherwise authorizes rejection, filed on or before the date of entry of an order approving the Modified Plan, (iii) shall be rejected or assumed pursuant to a motion to sell or transfer property or assets filed by the Debtors prior to the Effective Date pursuant to their own terms, (iv) shall have expired or terminated on or prior to the Effective Date (and not otherwise extended) pursuant to their own terms, (v) are listed on the schedule of rejected contracts attached as Exhibit 8.1(a)—Rejected Contracts to the Modified Plan, or (vi) are otherwise rejected pursuant to the terms of the Modified Plan and/or upon the direction of either Buyer (as defined in the Modified Plan) pursuant to the Master Disposition Agreement.

In accordance with the Modification Procedures Order, the Debtors hereby provide notice that the contract(s) listed on Schedule 1 and/or, to the extent not listed on Schedule 1, the contracts related to the business conducted at the manufacturing facilities identified on Schedule 2, attached hereto as applicable, will be assumed by the Debtors and assigned to the Parnassus Holdings II, LLC ("Parnassus") (the "Parnassus Assumed Contracts"), as provided in the Modified Plan and the Supplement.

PLEASE TAKE FURTHER NOTICE that in accordance with this Court's prior orders in connection with confirmation of the Debtors' plan and pursuant to the Modification Procedures Order, non-Debtor counterparties to Parnassus Assumed Contracts shall be entitled to recover only the Cure¹ amounts as listed on Schedules 1 and/or 2 hereto, unless otherwise noted, which Cure amounts have been previously established pursuant to the procedures in the First Amended Joint Plan Of Reorganization Of Delphi Corporation And Certain Affiliates, Debtors And Debtors-In-Possession, as modified on January 25, 2008 (the "Confirmed Plan"), and the December 10, 2007 Solicitation Procedures Order (Docket No. 11389) (the "December 10 Solicitation Procedures Order") and as may be modified pursuant to the procedures set forth in the Modification Procedures Order, or such lower amount as may be agreed to by the Debtors, the applicable counterparty, and Parnassus and shall be barred and enjoined from asserting at the hearing to consider approval of the Modified Plan (the "Final Modification Hearing") or otherwise that any other amounts are owing on account of any prepetition default. Pursuant to the Modified Plan, Parnassus, rather than the Debtors, will be responsible to pay the necessary amounts to cure any defaults under these contracts. Cure amounts, if any, shall only be paid to the non-Debtor counterparty to such Parnassus Assumed Contracts. Unless otherwise noted in Schedules 1 and/or 2, a non-Debtor counterparty to a Parnassus Assumed Contract only has the right to object to the adequate assurance of future performance by Parnassus. In addition, should a non-Debtor counterparty to a Parnassus Assumed Contract assert that a postpetition default exists which must be cured pursuant to section 365 of the Bankruptcy Code, such counterparty must file an objection as set forth below.

PLEASE TAKE FURTHER NOTICE THAT objections, if any, to the assumption and assignment of a Parnassus Assumed Contract, including objections asserting the existence of a postpetition default that must be cured under section 365 of the Bankruptcy Code, must (a) be in writing, (b) state with specificity the reasons for such objection, (c) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing (I) Omnibus Hearing Dates, (II) Certain Notice, Case Management, And Administrative Procedures, entered March 20, 2006 (Docket No. 2883), and the Fourteenth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered May 1, 2009 (Docket No. 16589), (d) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (e) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 632, New York, New York 10004, and (f) be served in hard-copy form so that it is actually received within ten days after the date of service of this notice by (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate,

¹ As set forth in Article 1.40 of the Modified Plan, "Cure" means the payment or other honoring of all obligations required to be paid or honored in connection with assumption of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including (a) the cure of any non-monetary defaults to the extent required, if at all, pursuant to section 365 of the Bankruptcy Code, and (b) with respect to monetary defaults, the distribution within a reasonable period of time following the Effective Date of Cash, or such other property as may be agreed upon by the parties or ordered by the Bankruptcy Court, with respect to the assumption (or assumption and assignment) of an executory contract or unexpired lease, pursuant to section 365(b) of the Bankruptcy Code, in an amount equal to all undisputed, unpaid, and past due monetary obligations or such lesser amount as may be agreed upon by the parties, under such executory contract or unexpired lease, to the extent such obligations are enforceable under the Bankruptcy Code and applicable non-bankruptcy law.

Meagher & Flom LLP, 155 North Wacker Drive, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr. and Ron E. Meisler) and Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036 (Att'n: Kayalyn A. Marafioti and Gregory W. Fox), (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Brian Masumoto), (iv) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg, Mark A. Broude, and Mitchell A. Seider), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Tranche C Collective, Willkie Farr & Gallagher LLP, 787 Seventh Avenue New York, New York 10019 (Att'n: Richard Mancino and Marc Abrams), (vii) counsel for the United States Department of the Treasury, Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281 (Att'n: John J. Rapisardi and Oren B. Haker), (viii) counsel for the United States Department of Justice, 86 Chambers Street, 3rd Floor, New York, New York 10007 (Att'n: Matthew L. Schwartz and Joseph N. Cordaro), (ix) counsel for General Motors Corporation, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Att'n: Jeffrey L. Tanenbaum and Robert J. Lemons); and (x) counsel for Parnassus Holdings II, LLC, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Att'n: Adam C. Harris and David J. Karp).

PLEASE TAKE FURTHER NOTICE THAT if an objection to the assumption and assignment of a Parnassus Assumed Contract is timely filed and received, any unresolved objection would be scheduled for an available claims hearing date following 20-days notice provided by the Debtors or the Reorganized Debtors (as defined in the Modified Plan), as applicable, to the applicable counterparty, or such other date as may be agreed upon by the parties and such hearing shall be before the Honorable Robert D. Drain, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. If no objection is timely received, each counterparty to the Parnassus Assumed Contracts shall be deemed to have consented to the assumption and assignment of the Parnassus Assumed Contract to Parnassus and shall each be deemed to have waived its right to challenge the Debtors' or Reorganized Debtors', as the case may be, assignment of such contract or lease and shall be barred from challenging the ability of any Debtor or Reorganized Debtor, as the case may be, or Parnassus or its assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or any other matter pertaining to assumption.

PLEASE TAKE FURTHER NOTICE THAT pursuant to 11 U.S.C. § 365, the Debtors assert there is adequate assurance of future performance that the Cure amounts set forth on Schedules 1 and/or 2 hereto will be paid in accordance with the terms of the Modified Plan. Further, the Debtors assert that there is adequate assurance of Parnassus' future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of Parnassus.

PLEASE TAKE FURTHER NOTICE that copies of the Supplement, the Modified Plan, and any exhibits thereto are publicly available, along with the docket and other case information, at www.delphidocket.com. This information may also be obtained, upon reasonable written request, from the Creditor Voting Agent at the following address: Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, California 90245, (888) 249-2691.

PLEASE TAKE FURTHER NOTICE that the Final Modification Hearing will commence on **July 23, 2009 at 10:00 a.m.** (prevailing Eastern time) or as soon thereafter as counsel can be heard, before the Honorable Robert D. Drain, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, Room 610, New York, New York 10004. The Final Modification Hearing may be adjourned from time to time by announcing the adjournment in open court, and the Modified Plan may be further modified, if necessary, under 11 U.S.C. § 1127 before, during, or as a result of the Final Modification Hearing, without further notice to parties-in-interest.

PLEASE TAKE FURTHER NOTICE THAT **July 15, 2009 at 4:00 p.m.** (prevailing Eastern time) is fixed as the last date and time for filing and serving objections to approval of the Modified Plan (the "Objection Deadline"). To be considered, objections, if any, to approval of the Modified Plan must (a) be in writing, (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and the Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered March 20, 2006 (Docket No. 2883), the Fourteenth Supplemental Order Under 11 U.S.C. §§ 102(1) And 105 And Fed. R. Bankr. P. 2002(m), 9006, 9007, And 9014 Establishing Omnibus Hearing Dates And Certain Notice, Case Management, And Administrative Procedures, entered May 1, 2009 (Docket No. 16589), and the Modification Procedures Order, (c) be filed with the Bankruptcy Court in accordance with General Order M-242 (as amended) – registered users of the Bankruptcy Court's case filing system must file electronically, and all other parties-in-interest must file on a 3.5 inch disk (preferably in Portable Document Format (PDF), WordPerfect, or any other Windows-based word processing format), (d) be submitted in hard-copy form directly to the chambers of the Honorable Robert D. Drain, United States Bankruptcy Judge, One Bowling Green, Room 610, New York, New York 10004, and (e) be served upon (i) Delphi Corporation, 5725 Delphi Drive, Troy, Michigan 48098 (Att'n: General Counsel), (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 155 North Wacker Drive, Chicago, Illinois 60606 (Att'n: John Wm. Butler, Jr. and Ron E. Meisler) and Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036 (Att'n: Kayalyn A. Marafioti and Gregory W. Fox), (iii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, New York 10004 (Att'n: Brian Masumoto), (iv) counsel for the official committee of unsecured creditors, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022 (Att'n: Robert J. Rosenberg, Mark A. Broude, and Mitchell A. Seider), (v) counsel for the agent under the postpetition credit facility, Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017 (Att'n: Donald Bernstein and Brian Resnick), (vi) counsel for the Tranche C Collective, Willkie Farr & Gallagher LLP, 787 Seventh Avenue New York, New York 10019 (Att'n: Richard Mancino and Marc Abrams), (vii) counsel for the United States Department of the Treasury, Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281 (Att'n: John J. Rapisardi and Oren B. Haker), (viii) counsel for the United States Department of Justice, 86 Chambers Street, 3rd Floor, New York, New York 10007 (Att'n: Matthew L. Schwartz and Joseph N. Cordaro), (ix) counsel for General Motors Corporation, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Att'n: Jeffrey L. Tanenbaum and Robert J. Lemons), and (x) counsel for Parnassus Holdings II, LLC, Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Att'n: Adam C. Harris and David J. Karp), in each case so as to be **received no later than the Objection Deadline. Objections not timely filed and served in the manner set forth above may not be considered and may be deemed overruled.**

Delphi Legal Information Hotline:
Toll Free: (800) 718-5305
International: (248) 813-2698

Delphi Legal Information Website:
<http://www.delphidocket.com>

Dated: New York, New York
July 15, 2009

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

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- and -

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New York, New York 10036

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Schedule 1 – Supplier Contracts

<u>Non-Debtor Counterparty</u>	<u>Contract(s)</u>	<u>Cure Amount¹</u>

¹ The cure amounts, if any, relating to contracts noted with "*" are currently disputed pursuant to the procedures set forth in the Confirmed Plan and the December 10 Solicitation Procedures Order.

Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

Unless identified as a rejected contract or lease pursuant to Article VIII of the Modified Plan, all contracts or leases primarily relating to business conducted at any of the Debtors' manufacturing facilities, including, but not limited to, the contracts and leases listed on this Schedule, will be assumed by the Debtors and assigned to Parnassus, **other than** contracts or leases primarily relating to (a) the Debtors' Steering business, including but not limited to, business conducted at the manufacturing facility in Saginaw, Michigan, (b) business conducted at the manufacturing facilities located in Grand Rapids, Michigan; Rochester, New York (excluding the Henrietta technical center); Kokomo, Indiana (including the Cuneo Warehouse, and including the technical center); and Lockport, New York (including the technical center), and (c) business conducted at certain manufacturing facilities located in Athens, Alabama; Fitzgerald, Georgia; New Castle, Indiana; Olathe, Kansas; Flint, Michigan; Saginaw, Michigan (Chassis); Clinton, Mississippi; Columbus, Ohio; Cortland, Ohio; Dayton, Ohio; Kettering, Ohio; Ravenna, Ohio; Warren, Ohio; Columbia, Tennessee; and Oak Creek, Wisconsin.

<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Ajilon	Corp Headquarters	460009791	\$0.00	

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Unless identified as a rejected contract or lease pursuant to Article VIII of the Modified Plan, all contracts or leases primarily relating to business conducted at any of the Debtors' manufacturing facilities, including, but not limited to, the contracts and leases listed on this Schedule, will be assumed by the Debtors and assigned to Parnassus, **other than** contracts or leases primarily relating to (a) the Debtors' Steering business, including but not limited to, business conducted at the manufacturing facility in Saginaw, Michigan, (b) business conducted at the manufacturing facilities located in Grand Rapids, Michigan; Rochester, New York (excluding the Henrietta technical center); Kokomo, Indiana (including the Cuneo Warehouse, and including the technical center); and Lockport, New York (including the technical center), and (c) business conducted at certain manufacturing facilities located in Athens, Alabama; Fitzgerald, Georgia; New Castle, Indiana; Olathe, Kansas; Flint, Michigan; Saginaw, Michigan (Chassis); Clinton, Mississippi; Columbus, Ohio; Cortland, Ohio; Dayton, Ohio; Kettering, Ohio; Ravenna, Ohio; Warren, Ohio; Columbia, Tennessee; and Oak Creek, Wisconsin.

<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
American Express Travel Related Services	Corp Headquarters	460020096, Release # 450864076	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
A-Sync, Inc.	Delphi-E&S Engineering, Kokomo	450101857	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Bartech	Corp Headquarters	460013197	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Blue Cross Blue Shield of Michigan	Corp Headquarters	450842028	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Careerbuilder	Corp Headquarters	450773624	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Choice Point/Lexus Nexus	Corp Headquarters	4600025593	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
CIGNA Behavioral Health	Corp Headquarters	450842012	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
CIGNA Healthcare	Corp Headquarters	450842026	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
CIGNA International Expatriates	Corp Headquarters	450876729	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Citigroup	Corp Headquarters	46004095	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Corporate Executive Board Co.	Corp Headquarters	4507747567	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Davis Vision	Corp Headquarters	All contracts between Davis Vision and Delphi related to healthcare.	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Delta Dental	Corp Headquarters	450839670	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Direct Staff Inc	Corp Headquarters	450775835	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Dr Alaimo	Rochester, NY	450842972	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Dr Bateman	Brookhaven, MS	450717612	\$0.00	

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(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Dr Cronin	Clinton, MS	450359896	\$0.00	

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(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Dr Lugthart	Grand Rapids, MI	450865404	\$0.00	

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(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Dr Marshall	Vandalia, OH	450677760	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Dr Tochtenhagen	Warren, OH	450814156	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Eastern Michigan University	Corp Headquarters	460003947	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
EBSCO Subscription Services	Corp Headquarters	450841410	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Edwards Medical Supplies	Corp Headquarters	460004203	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Employment Advisory Services (EASI)	Corp Headquarters	460004111	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Equity Corp Housing	Corp Headquarters	450714073	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Eye Med / Cole Managed Vision	Corp Headquarters	450841697	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Fidelity	Corp Headquarters	460022849, 450829052	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Global LT	Corp Headquarters	All contracts between Global LT and Delphi related to Miscellaneous HR Programs.	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Global Recruiters	Corp Headquarters	450793346	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Graceland College (SkillPath On-site Training)	Corp Headquarters	450871995	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Green Shield Canada	Corp Headquarters	450841413	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Health Plus	Corp Headquarters	450839671	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Health Plus	Corp Headquarters	450841406	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Health Solutions	Corp Headquarters	450840748	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Hewitt Associates	Corp Headquarters	450878019	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
High Tech Optical	Corp Headquarters	450877312, 460009718	\$0.00	

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(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
HR Services, Inc	Corp Headquarters	450700077	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Interim	Corp Headquarters	450809598, 450872277	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
International Center for Managmenet	Corp Headquarters	460024023	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
K Force	Corp Headquarters	460025498	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Korn Ferry / Futurestep	Corp Headquarters	450804087	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
KPMG	Corp Headquarters	450521656	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Lee Hecht Harrison (LHH)	Corp Headquarters	460015153	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Medco	Corp Headquarters	All contracts between Medco and Delphi related to healthcare.	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
MetLife (Dental)	Corp Headquarters	450850629	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
MetLife (NBC)	Corp Headquarters	450850627	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Metropolitan Life Insurance Co.	Corp Headquarters	450850628	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
NAS Recruitment Communications (renamed CAVALIERS HOLDINGS, LLC)	Corp Headquarters	460004141	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
ORC	Corp Headquarters	All contracts between ORC and Delphi related to Miscellaneous HR Programs.	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Personnel Decision Inc.	Corp Headquarters	450714561	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
PRISM Business War Games	Corp Headquarters	450714963	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
PRISM Learning Solutions, LLC	Corp Headquarters	460022816	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Prudential Relocation	Corp Headquarters	All contracts between Prudential Relocation and Delphi related to Relocation.	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Pulse Occupational Medicine	Lockport, NY	450900330	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
QEK	Corp Headquarters	460020090	\$0.00	

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(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Rothberger Enterprises Inc. (Executrain)	Corp Headquarters	460023926	\$0.00	

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(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Runzheimer International	Corp Headquarters	450656016	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Securitas	Corp Headquarters	460032940	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Sedgwick	Corp Headquarters	450846177	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
SHPS/Health International	Corp Headquarters	450839669	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Shumsky International	Corp Headquarters	460013792	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Sigma Learning, LLC	Corp Headquarters	460014976	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
SIRVA Relocation	Corp Headquarters	460004191	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
The Network, Inc.	Corp Headquarters	460004185	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Thomson/Medstat	Corp Headquarters	450726359	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Thomson/Medstat	Corp Headquarters	450876423	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Towers Perrin	Corp Headquarters	450856064	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Towers Perrin	Corp Headquarters	450362926	\$0.00	

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Schedule 2 – Other Executory Contracts Or Unexpired Leases
(Including Customer Contracts)

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
United Health Care	Corp Headquarters	450842029	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
United Health Care	Corp Headquarters	450856859	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
University of Michigan	Corp Headquarters	450836169	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Value Behavioral Health (Value Options)	Corp Headquarters	450839672	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
WageWorks	Corp Headquarters	450847013	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Watson Wyatt	Corp Headquarters	450784570, 450118782	\$0.00	

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<u>Non-Debtor Counterparty</u>	<u>Applicable Manufacturing Facility</u>	<u>Contract(s)</u>	<u>Cure Amount (If Any)¹</u>	<u>Rejected Contracts (If Any)</u>
Watson Wyatt	Corp Headquarters	450819808	\$0.00	

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